

EXHIBIT 2

1
2 UNITED STATES DISTRICT COURT
3 EASTERN DISTRICT OF NEW YORK
4 INDEX NO: 1:19-cv-2987

5 - - - - - X

6 YELENA RUDERMAN,

7 Plaintiff,

8 -against-

9 LAW OFFICE OF YURIY PRAKHIN,
10 PC, and YURIY PRAKHIN, in both
11 his individual and professional
12 capacities,

13 Defendants.

14 - - - - - X

15 Virtual Deposition
16 New York, New York

October 15, 2020

17 10:25 a.m.

18
19 DEPOSITION of YURIY PRAKHIN, the
20 Defendant, by the Plaintiff, in the
21 above-entitled action, held at the above
22 time and place, pursuant to Order, via
23 Virtual Zoom, taken before Tracie Shand, a
24 shorthand reporter and Notary Public
25 within and for the State of New York.

1 Yuriy Prakhin

2 but --

3 Q. I didn't mean to cut you off.
4 Go ahead.

5 A. But to give reasonable
6 accommodation, I need to know exactly what
7 this person needs. In case of Ruderman,
8 she never asked for any accommodation.
9 Not to mention the fact that I never knew
10 that she needs accommodation.

11 So, I repeat, she never
12 submitted any requests, especially, she
13 never submitted any doctor's request, for
14 accommodation needed for her to improve
15 her performance.

16 THE WITNESS: Can we have a
17 break, guys?

18 MR. HARTZBAND: Yes. I would
19 like to just finish this section
20 before we break for lunch. If you
21 need a shorter break, I'm happy to do
22 that.

23 THE WITNESS: Okay. I'm going
24 to stay with you.

25 Q. Did you ever ask Ms. Ruderman to

1 Yuriy Prakhin

2 provide a doctor's note?

3 A. Yes.

4 Q. When did you ask her?

5 A. I asked her on several
6 occasions. Especially, when she started
7 to miss work.

8 Not only me, the manager, Irene
9 Raskin, she asked her for any papers from
10 the doctor, whether it's notes, diagnosis,
11 or anything which can confirm that she is
12 suffering from any kind of impairment,
13 which can show us that we can accommodate
14 her with her needs.

15 Q. When did Ms. Raskin make this
16 request?

17 A. As far as I understand, she
18 informed Ms. Raskin about her issues
19 before she informed me about that. So, I
20 would assume beginning of October, maybe,
21 end of the September. I'm guessing.

22 Q. You're assuming that Ms. Raskin
23 made this request around the time that Ms.
24 Ruderman shared the vision issue with Ms.
25 Raskin?

1 Yuriy Prakhin

2 A. Yes. She first had the
3 conversation with Ms. Raskin that she had
4 some blurred vision. Ms. Raskin, as far
5 as I remember, as far as I know, she said,
6 "listen, if you have any issues, get the
7 papers from the doctor, go to Yuriy, and
8 discuss how he can help you with it."

9 Q. Were you there for that
10 conversation between Ms. Raskin and Ms.
11 Ruderman?

12 A. No.

13 Q. How do you know what was said?

14 A. Ms. Raskin later on told me
15 about that.

16 Q. Was Ms. Raskin's and Ms.
17 Ruderman's initial conversation, was that
18 in person?

19 A. Yes.

20 Q. Your conversation with Ms.
21 Raskin, was that in person as well?

22 A. Yes.

23 Q. Do you believe that Ms. Ruderman
24 was not entitled to an accommodation
25 because she didn't request one?

1 Yuriy Prakhin

2 put the information regarding the
3 conversation. Or if another attorney goes
4 to the court for appearances, or for EBT,
5 he also use Saga.

6 For all the office Saga is very
7 important whoever handled the case doesn't
8 really matter. What matter is notes.

9 Q. You mentioned you discussed
10 about a month in you had a discussion with
11 Ms. Ruderman about her performance, right?

12 A. Yes.

13 Q. Any documents reflecting that
14 discussion?

15 A. You asked and I answered no.

16 Q. Did you have any other
17 discussions with her prior to what you
18 testified to about her performance prior
19 to firing her?

20 A. Prior to I hired her for the
21 second time?

22 Q. Prior to firing her.

23 We're talking about the second
24 term of employment.

25 Hold on.

1 Yuriy Prakhin

2 You had one discussion with her
3 about her performance you say about a
4 month in.

5 Did you have any other
6 discussions?

7 A. Yes.

8 Q. When did you next speak with Ms.
9 Ruderman about her performance?

10 A. The next conversation was again
11 during a couple of months after she start
12 working with the case, again, pertaining
13 to the notes. Mainly, mainly, what I saw,
14 it was absence of notes in Saga.
15 Especially, the fact that the number of
16 cases she handled in Queens, the absence
17 of notes become the big problem for her.
18 I spoke about that with her for the second
19 time around two months, approximately,
20 after I hired her.

21 Q. You discussed this with her over
22 the phone?

23 A. Personally, in my office.

24 Q. In person?

25 A. Yes.

1 Yuriy Prakhin

2 Q. Are there any documents or any
3 audio recordings reflecting those
4 conversations?

5 A. No.

6 Q. Did you talk with anybody else
7 other than Ms. Ruderman about this issue
8 with her notes?

9 A. Yes. Manager knew about this
10 problem as well.

11 Q. When did you talk to Irene
12 Raskin about it?

13 A. Approximately, the same time
14 that I spoke with Ruderman. Maybe, the
15 day before, each time the day before.
16 Usually, I discuss the problem with
17 manager and, then, I talk to the lawyer.

18 Q. Did you speak with Ms. Raskin
19 over the phone about it?

20 A. No. We communicate in person.

21 Q. You did speak with Ms. Raskin
22 over the phone about Ms. Ruderman, right?

23 A. I don't recall that.

24 Q. Apart from the two discussions
25 you mentioned, was there ever a third time

1 Yuriy Prakhin

2 where you discussed Ms. Ruderman's
3 performance issue prior to firing her?

4 A. Yes.

5 Q. When was that?

6 A. The next discussion was three
7 months or three and a half months after I
8 hired her. The discussion was initiated
9 by the fact that she started to miss work.
10 She started to disappear with or without
11 notice. So, later on, she explained that
12 it was because of her eyes problem, but
13 initially, I didn't know about that. What
14 I knew that she started to take days off
15 and sometimes she did ask and sometimes,
16 which was much worse, she just leave the
17 job without any warning, text, or she
18 communicated with manager saying that I
19 cannot come tomorrow.

20 Q. Is there something wrong with
21 her communicating that she couldn't come
22 into work with the manager?

23 A. Yes. The wrong thing is that if
24 she has appearances, or EBTs, the day when
25 she didn't come, it make very hard for us

1 Yuriy Prakhin

2 to manage the office. We needed to cover
3 her absence. We needed to send someone,
4 some attorney who have basically his own
5 job to do. We need to send this attorney
6 to cover absence of Ms. Ruderman when it
7 was notify in the office based on when she
8 was absent.

9 Q. So, Ms. Ruderman missed EBTs
10 giving less than a day's notice?

11 A. Sometimes she gave advance
12 notice. Sometimes.

13 Q. Did she ever miss an EBT without
14 giving at least a day's notice?

15 A. I don't know whether it was EBT
16 or regular appearances, but, yes,
17 sometimes she inform us about the fact
18 that she cannot come, literally, in the --
19 even before the day or by morning the same
20 day.

21 Q. So, if you have an EBT or an
22 appearance scheduled, how do you handle
23 that?

24 Do you e-mail another attorney
25 asking that person to cover?

1 Yuriy Prakhin

2 A. Yes. Exactly. I send someone
3 to cover. Someone who was busy by
4 handling his own business or her own
5 business.

6 Q. During this third meeting you
7 had with her, did you discuss the Saga
8 notes at all?

9 A. Yes. This topic come out each
10 time I have a discussion with her.

11 Q. After you hired Ms. Ruderman as
12 a probationary employee, you have a
13 performance review with her one month in,
14 then, two months in and, then, three
15 months in and there's this persistent
16 issue with the Saga, right?

17 A. Yes.

18 Q. Why didn't you just fire her
19 then?

20 A. Because I always give people
21 second chance. Like, I gave it before to
22 Mr. Nahas or to Mr. Revis.

23 Q. Do you view being under the
24 influence of drugs or alcohol at work as
25 an equal offense as not doing the Saga

1 Yuriy Prakhin

2 A. Because she want to work on her
3 own, yes.

4 Q. How many cases did Mrs. Gabo
5 manage before she left?

6 A. I would say 200, maybe, more.

7 Q. When she left, you had to figure
8 out what to do with all those cases,
9 right?

10 A. Yes.

11 Q. How to reallocate them to other
12 attorneys?

13 A. Yes.

14 Q. Did you decide how those cases
15 would be reallocated?

16 A. Yes.

17 Q. Did you decide alone or did
18 somebody else have a say in that process?

19 A. Alone.

20 Q. Mrs. Gabo had no role in
21 deciding where her cases went?

22 A. Yes. She had no role.

23 Q. Ms. Raskin had no role in
24 deciding how the cases would be
25 distributed?

1 Yuriy Prakhin

2 A. No.

3 Q. You mentioned that some of those
4 cases were assigned to Ms. Ruderman,
5 right?

6 A. Yes.

7 Q. About how many were assigned to
8 her?

9 A. I would say around 80, 90. I'm
10 not sure about the exact number, but
11 somewhere in this vicinity.

12 Q. Did you say 80 to 90 or eight to
13 nine?

14 A. Let's say between 80 and 100.
15 I'm not sure exactly.

16 Q. 80 to 100.

17 Were cases assigned to Sandra
18 Beron as well?

19 A. Yes.

20 Q. How many cases were assigned to
21 her?

22 A. I would say the same amount.

23 Q. Were any of Mrs. Gabo's cases
24 assigned to other attorneys?

25 A. Could be, yes. I don't recall

1 Yuriy Prakhin

2 the number of the cases which were
3 assigned to each of the attorneys, but if
4 you ask whether the cases were assigned to
5 other attorneys, probably yes.

6 Q. Fair to say, the lion's share of
7 Mrs. Gabo's cases were assigned to Ms.
8 Ruderman and Ms. Baron?

9 A. A lot of her cases were assigned
10 to Ms. Ruderman, yes.

11 Q. My question was, were most of
12 Gabo's cases assigned to Ms. Ruderman and
13 Ms. Baron?

14 A. I would not say that. It was
15 divided between Sandra Beron, Ms.
16 Ruderman, and other attorneys, but a lot
17 of cases, as I said the number, was
18 assigned to Ms. Ruderman.

19 Q. Ms. Ruderman had about 80 to
20 100, Ms. Baron had about 80 to 100, which
21 attorney was given the third most cases?

22 A. It could be -- it could be --

23 THE REPORTER: I'm sorry. I
24 don't understand what you're saying.

25 MR. HARTZBAND: I can spell the

1 Yuriy Prakhin

2 that allows someone to speak into a
3 microphone and have the words they speak
4 turned into text?

5 MS. DONNELLY: Objection.

6 You can answer.

7 A. From time to time I watch TV and
8 I saw the devices in some kind of
9 commercial, but I never used them and no
10 one in my office use them.

11 Q. You mentioned earlier that you
12 did have conversations with Ms. Ruderman
13 about a computer program, right?

14 A. Yes.

15 Q. I don't want to ask you to
16 repeat what you've already testified to.

17 You mentioned just now a
18 conversation with her around the
19 installation of the computer program,
20 right?

21 A. Yes.

22 Q. What do you remember about that
23 conversation?

24 A. You already asked, but I repeat
25 the answer. I said that she can install

1 Yuriy Prakhin

2 whatever program that will help her to
3 work however she needs to do it with my IT
4 guy not to disturb the office system.

5 Q. Did Ms. Ruderman over anyone
6 else ever attempt to install the computer
7 program that you discussed with her?

8 A. I don't know about that. I
9 doubt, but I don't know about that.

10 Q. Did you ever discuss with Ms.
11 Ruderman who would pay for the computer
12 program she had mentioned to you?

13 A. No. There was no discussion
14 about payments.

15 Q. So, you agreed to have her
16 install the program as long as she went
17 through Mr. Pusachev and the issue never
18 came up?

19 A. Yes.

20 Q. Were you ready to pay for that
21 device?

22 MS. DONNELLY: Objection.

23 A. If she would ask after this day,
24 I would consider that.

25 Q. Did you expect her to pay for

1 Yuriy Prakhin

2 brought during the time same into the
3 office a lot of money when she got for
4 that bonuses in or about \$100,000. This
5 is just for comparison reason. I'm
6 telling you why my office sustained
7 financial difficulty during the time when
8 Ms. Ruderman worked in my office.

9 Q. Any other reasons?

10 A. No.

11 I iterated a lot. For other
12 reasons, I don't recall that right now.

13 Q. Did Ms. Ruderman's absences from
14 work play any role in your decision to
15 fire her?

16 A. Yes. I mentioned that.

17 Q. Did that include the two week
18 long absence she took?

19 A. Yes.

20 Q. Do other attorneys at your
21 office ever cover for each other's
22 appearances or depositions?

23 A. Yes. This is what happens in
24 personnel, yes.

25 Q. You mentioned the client